



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **AS-0**

May 30, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **ELEVATOR MODERNIZATION AND MAINTENANCE - HEADQUARTERS SUPERVISORIAL DISTRICT 5 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this contract work is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Authorize the Director of Public Works to execute a contract for "Elevator Modernization and Maintenance - Headquarters" with Amtech Elevator Services, located in Downey, California. The contract will commence on July 1, 2002, for a construction period of approximately 300 days, with a one-year warranty period and 60-month maintenance period.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Authorize Public Works to encumber up to \$1,340,270 based on the contractor's proposed price to accomplish this work, plus 15 percent for unforeseen changes which may occur as the work progresses, which includes a bonus of \$500 per day up to a maximum of \$50,000 should the contractor complete the construction phase ahead of schedule.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The contract work to be accomplished is the modernization of ten existing elevators in the Public Works' Headquarters complex, which includes six traction passenger elevators, one traction freight elevator, and three hydraulic elevators. Elevators are located in the main building and adjacent annex building. The work includes a five-year maintenance agreement for continuing maintenance for all the elevators.

Our vertical transportation system is relied upon to provide heavy service to over 1,500 Headquarters employees and over 1,000 visitors weekly. The current system has proven to be unreliable in recent times requiring excessive maintenance and difficult searches for obsolete parts. Several employees and guests have been trapped for over an hour at a time until a service technician or the local fire department could free them.

## **Implementation of Strategic Plan Goals**

The recommended action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through more efficiently operating elevators which will move visitors and employees in a timely and cost-effective manner.

## **FISCAL IMPACT/FINANCING**

This contract is for \$1,340,270 which is to cover the contractor's proposed price to accomplish this work, plus an additional 15 percent for unforeseen changes which may occur as the work progresses, and includes a bonus of \$500 per day up to a maximum of \$50,000 should the contractor complete the construction phase ahead of schedule. Contract also includes a \$500 per day liquidated damage clause should the contractor not complete the work on schedule. These additional funds will not be expended without the authorization of the Director of Public Works. This contract may be canceled or terminated at any time by the County without cause upon at least 30 days' written notice to the contractor. Funds are available in the Public Works' 2001-02 Flood Control District budget to cover the cost of this contract. There will be no impact on net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract will be approved as to form by County Counsel.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract which is for construction and for services which are required on a part-time and intermittent basis.

This contract contains Board-ordered contract terms and conditions regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, notification of current and new employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled paper products, and contractor responsibility and debarment.

### **ENVIRONMENTAL DOCUMENTATION**

With respect to requirements of the CEQA, this contract work is categorically exempt as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **CONTRACTING PROCESS**

On April 16, 2002, Public Works solicited proposals from eight independent contractors and general community business organizations to accomplish this work. A notice of proposal availability was placed on the County's bid website and an advertisement was placed in the Los Angeles Times.

On May 16, 2002, four proposals were received. These proposals were first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals. All met these mandatory requirements and were then evaluated by an evaluation committee consisting of Public Works' engineering and facility operations staff. The committee's evaluation was based on criteria outlined in the solicitation document which included proposers' performance history (references), work plan of action/approach, capabilities, and pricing. Two proposers were determined by the committee to be nonresponsive for specifically excluding from their proposal and price any required asbestos abatement work. Based on this evaluation, Public Works is recommending that Amtech Elevator Services, located in Downey, California, the highest-evaluated proposer, and also the lowest-cost

The Honorable Board of Supervisors  
May 30, 2002  
Page 4

proposer, be awarded the contract for the modernization and maintenance of our Headquarters complex elevators.

Enclosure A reflects the four proposers' minority participation. The contractor was selected upon final analysis and consideration, without regard to race, creed, gender, or color.

The required Comprehensive General and Automobile Liability Insurance certifications, naming the County as additional insured and evidence of Workers' Compensation insurance and performance security will be obtained from the contractor before any work commences.

As requested by your Board, the contractor submitted a safety record that reflect that activities conducted by this firm in the past have met reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, Public Works assures your Board that the contractor will not be required to perform services that exceed this contract's approved amount, scope of work, and/or terms.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

#### **CONCLUSION**

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

KV  
A:\elevator.wpd

Enc. 2

cc: Chief Administrative Office; County Counsel

//

ENCLOSURE B

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

AMTECH ELEVATOR SERVICES, a corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 14th day of May 2002, hereby agrees to furnish and install replacement of ten elevators at the County's Department of Public Works facilities at 900 South Fremont Avenue, Alhambra; to perform all construction services necessary to the installation, including but not limited to asbestos abatement as specified; to maintain and repair the existing elevators at the location until their replacement; to provide a one-year warranty for new elevators; to maintain the new elevators for five years following expiration of the one-year warranty; all to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Elevator Modernization and Maintenance- Headquarters."

SECOND: The Contract Specifications, the Contractor's Proposal, the Standard Terms and Conditions of Los Angeles County Services Contracts, which includes Addenda to the Request for Proposals dated May 1, 2002, and May 9, 2002, the Asbestos Abatement Specifications dated April 15, 1996, and the report Asbestos Inspection-Elevators dated May 2, 2002 ("Asbestos Report"), all attached hereto, and the Contractor's insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

//

//

//

THIRD: The Contractor agrees that it is responsible for all asbestos abatement tasks identified in Section 4.0, Conclusions and Recommendations, of the Asbestos Report and that such tasks specifically include, but are not limited to cleaning all settled dust and debris (whether containing asbestos or not) from the tops of elevator cars, elevator equipment, the machine room, the horizontal raceways, other horizontal surfaces, and all other impacted areas prior to any remodeling activities; and shall further include abatement of any hazard resulting from disturbance by the Contractor of any asbestos identified in the Asbestos Report.

FOURTH: The Contractor agrees to perform the work in accordance with the "Accelerated Schedule" described in the Schedule of Prices, Part I, Section 6, Item B, to commence performance of the work on July 1, 2002, and to assume responsibility and provide full maintenance of all elevator equipment starting October 1, 2002.

FIFTH: The County agrees, in consideration of satisfactory completion of the services in strict accordance with the Contract Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission, subject to Request for Proposals Part I, Sections 4.F (Liquidated Damages) and 5.D (Bonus Incentive), an amount not to exceed \$1,340,320 or such greater amount as the Board may approve.

SIXTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SEVENTH: The Contractor agrees in strict accordance with the Contract Specifications to meet the County requirements.

EIGHTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//

//

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
DEPUTY

AMTECH ELEVATOR SERVICES,  
a corporation,

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary